



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**DATE, TIME, LOCATION: THURSDAY, JANUARY 28, 2010, 6:30 PM
SPECIAL MEETING OF THE BOARD OF TRUSTEES
ADMINISTRATION BUILDING BOARD ROOM
4544 INTERSTATE 10, BAYTOWN, TEXAS**

AGENDA

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4. ADJOURNMENT

If, during the course of the meeting, any discussion of any item on the Agenda should be held in Closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapter D and E.

If you require special assistance or the provision of an auxiliary aid or device during this event, please contact Noemi Garcia in the Superintendent's Office at 281.420.4816 at least 48 hours prior to the event.

CITIZENS' PARTICIPATION

Citizens who have registered with the recording secretary may address the Board on matters other than the character of any student, staff, or Board member. The item addressed by the speaker may not have been posted in accordance with the Texas Open Meetings Law. Board members may only listen to the individual's statement and may not discuss the item with the patron or take action on any matter not on the agenda. Each individual heard shall be allotted no more than five minutes for the presentations; however, if more than six citizens register to address the Board, more time may be given by a majority vote of the Board.



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

SCHOOL BOARD AGENDA ITEM SUMMARY

January 28, 2010

**SUBJECT: CONSIDERATION OF THE FISCAL YEAR 2008-2009 FINANCIAL
AUDIT REPORT [Under Separate Cover]**

RECOMMENDED ACTION: To approve the 2008-2009 annual financial audit
report.

RATIONALE: The Board will review the 2008-2009 annual financial audit report.

BUDGET PROVISIONS / ACTION REQUIRED: Not applicable.

RESOURCE PERSONNEL: Dr. Toby York
Mr. Pete Pape
Ms. Stephanie Wright

SCHOOL BOARD AGENDA ITEM SUMMARY

January 28, 2010

**SUBJECT: CONSIDERATION OF JOINT ELECTION AGREEMENT WITH
THE CITY OF BAYTOWN AND LEE COLLEGE**

RECOMMENDED ACTION: Approve the Joint Election Agreement with the City of Baytown and Lee College as reviewed by Attorney Rick Peebles

RATIONALE: A joint election with the City of Baytown and Lee College will help offset election expenditures for an election. The District, City, and College will be able to share expenses for election equipment and personnel.

School districts conducting trustee elections must have joint polling places on Election Day with a city holding an election.

BUDGET PROVISIONS/ACTION REQUIRED: 2009-2010 Budget

RESOURCE PERSONNEL: Dr. Toby York
Mr. Rick Peebles

JOINT ELECTION AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS JOINT ELECTION AGREEMENT (the "Agreement") is made and entered into effective this ___ day of _____, 2010, by and between the City of Baytown, a municipal corporation located in Harris and Chambers Counties, Texas (the "City"), the Goose Creek Consolidated Independent School District, a school district servicing portions of Harris and Chambers Counties, Texas (the "School"), and the Lee College District, a community college district servicing portions of Harris and Chambers Counties, Texas (the "District") collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, if the elections ordered by the governing bodies of any of the Parties hereto are to be held on the same day, such Parties shall hold such elections jointly, as hereinafter specified, if (i) the election precincts can be served by common polling places and common election officers pursuant to Chapter 271 of the Texas Election Code, and (ii) such common polling places and election officials are designated by the governing bodies of any of the Parties hereto; and

WHEREAS, holding joint elections will facilitate the orderly conduct of the elections when the location of the polling places for the voting precincts adequately and conveniently serves the affected voters of the Parties; and

WHEREAS, holding joint elections when appropriate by utilizing the services of the same election judges will be of public and economic benefit to the persons in the affected voting districts as well as to the Parties hereto;

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, THE BOARD OF TRUSTEES OF THE GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, AND THE BOARD OF REGENTS OF THE LEE COLLEGE DISTRICT AGREE AS FOLLOWS:

I.

If the regular or special elections ordered by the governing bodies of any of the Parties are to be held on the same day, such Parties agree to hold such elections jointly as authorized by Chapter 271 of the Texas Election Code, to the extent specified herein. All joint elections held pursuant to this Agreement shall be coordinated, supervised, and handled in accordance with the provisions of the Texas Election Code. The Parties understand and agree that each Party hereto holding a joint election shall remain responsible for the lawful conduct of the election ordered by its governing body.

II.

Nothing herein shall relieve any Party hereto from enacting all appropriate election orders, resolutions, notices, and other pertinent documents required by or of its governing body, including, but not limited to, the making of submissions required by the Federal Voting Rights Act of 1965, as amended, and the preparation of necessary bilingual materials for notices. Furthermore, the Parties hereto will utilize voting methods approved by the Secretary of State and/or the laws of the State of Texas.

III.

A.

Each Party shall for its own election to be held on May 8, 2010:

1. conduct candidate filings,
2. conduct drawings for places on its ballot,
3. appoint judges and alternates,
4. post its own election notices,
5. receive campaign finance reporting,
6. conduct early voting by personal appearance at its own facility,
7. canvass its election returns, and
10. take any other actions required of the entity by the Texas Election Code.

B.

Provided that the School holds an election on May 8, 2010, the School shall for the elections of the Parties to be held on May 8, 2010:

1. arrange for printing of ballots and rental of election polling place equipment and election tabulating equipment,
2. arrange for election supplies and printing, in English, Spanish, and Vietnamese. Such election supplies shall include, but not be limited to, all forms, signs, and other materials used by the election judges at the polling places,
3. conduct early voting by personal appearance at the School's Administration Building located at 4544 Interstate 10 East,
4. compensate judges and clerks, and
5. publish election notices for all of the Parties.

C.

The City shall for the elections of the Parties to be held on May 8, 2010:

1. receive and process applications for early voting ballot by mail, and
2. conduct early voting by personal appearance at City Hall, located at 2401 Market Street as well as at the Chambers County Community Building-Cedar Bayou Annex, located at 7711 Highway 146

Should the School not hold an election on May 8, 2010, the City shall also for its election as well as for the election of the District:

1. conduct early voting by personal appearance at the School's Administration Building for the District and the City;
2. arrange for printing of ballots and rental of election polling place equipment and election tabulating equipment,
3. arrange for election supplies and printing, in English, Spanish, and Vietnamese. Such election supplies shall include, but not be limited to, all forms, signs, and other materials used by the election judges at the polling places,
4. compensate judges and clerks, and
5. publish election notices for both the District and the City.

D.

The District shall for the elections of the Parties to be held on May 8, 2010, conduct early voting by personal appearance at the District's Administration Building, 909 Decker Drive. Should the District not conduct an election on May 8, 2010, branch early voting at the District's Administration Building shall not be conducted at that location.

IV.

The 2010 joint election shall be conducted at the election precincts described on Exhibit "A" attached hereto and incorporated by reference herein for all intents and purposes. The early voting place for the City shall be at Baytown City Hall with branch early voting at the School Administration Building, the District's Administration Building and Chambers County Community Building-Cedar Bayou Annex. The early voting place for the School shall be the School District Administration Building with branch early voting at Baytown City Hall, the District's Administration Building and Chambers County Community Building-Cedar Bayou Annex. The early voting place for the District will be in the District's Administration Building with branch early voting at the School's Administration Building, the Baytown City Hall, and Chambers County Community Building-Cedar Bayou Annex. Should the District not conduct an election on May 8, 2010, branch early voting at the District's Administration Building shall not be conducted. The City shall conduct elections for City Council Districts One (1), Two (2), and Three (3) and any special election ordered by the City Council to be submitted to the electors. The School shall conduct elections for School Trustee District One (1) and Four (4). The District shall conduct an election for three (3) Lee College Regents. Should any Party not be required to hold an election, notice of such shall be delivered to the other Parties as provided in Article VII herein, and the other Parties may conduct its election without involvement of the Party providing notice.

V.

A.

The Parties shall share polling locations, as appropriate, and appoint the same persons as election judges and alternate election judges, as appropriate. Each entity shall maintain the forms and records of its election and shall serve as the general custodian of records for its election.

Each Party holding a joint election will each be responsible for its proportionate share of the payroll costs for the election personnel jointly utilized by the Parties. For instance, if three of the Parties hereto hold a joint election, the cost of the election personnel utilized by such Parties shall be divided by three. The compensation of the judges shall be in accordance with Section 271.013 of the Texas Election Code. Election personnel not jointly utilized by the Parties shall be compensated by the Party utilizing such personnel.

The Parties agree that judges and clerks shall be compensated at the rate of THIRTEEN AND NO/100 DOLLARS (\$13.00) per hour and TEN AND NO/100 DOLLARS (\$10.00) per hour, respectively. No judge or clerk shall be paid for more than one hour of work before the polls open and no period of time subsequent to two hours after the voting is concluded by all voters offering themselves for voting during regular voting hours, whichever is later. The election judges shall also receive \$10.00 per hour for attending training and \$25.00 for picking up election supplies.

B.

The Parties holding a joint election pursuant to the terms of this Agreement shall host a joint election school, covering topics deemed appropriate by the Election Administrators of the affected Parties. All election personnel employed in a joint election shall be required to attend the election school. Each Party will be responsible for its proportionate share of the cost of such school.

C.

Common expenses of the joint election shall be prorated among the Parties incurring and benefiting from such expenditures. Expenses shall include, but not be limited to, all necessary disbursements, such as judges and clerks. The School or the City, as appropriate, shall invoice the other Party(ies) for their pro rata portions of such joint expenses, which invoice shall be due and payable within thirty (30) days of receipt thereof. Under the terms of the Texas Election Code, no charge shall be incurred for use of public buildings to conduct an election. The parties shall meet following the May 8, 2010 election to review the administration and expenses of the joint election.

VI.

All payments required by any of the Parties hereto pursuant to this Agreement shall be made from the respective entity's current revenues at the time of the election in question. The Parties agree that the allocation of costs as specified herein fairly and adequately compensates the Parties for the services required herein. All the expenses required to be paid herein shall be due on or before the thirtieth (30th) day after a Party receives an invoice for such expense or the service is provided, whichever occurs later. Any payment not timely paid in accordance with this article shall accrue interest at the rate specified in Section 2251.025 of the Texas Government Code. Should the School be involved in a joint election, the School shall be the fiscal agent for the collection of funds and the payment of personnel and equipment jointly utilized by the Parties to the election. Should the School not be involved in a joint election, the City shall be the fiscal agent for the collection of funds and the payment of personnel and

equipment jointly utilized by the Parties to the election, except for those contracts entered into by the School which are not assigned to the City.

VII.

Should a governing body of a Party hereto cancel an election pursuant to Section 2.051, et seq. of the Texas Election Code or enjoined from holding an election, such Party must send written notice of such cancellation to the Parties with whom it was to hold a joint election within ten (10) calendar days of the action of the governing body to cancel the election. Should the terms of this article be satisfied, the Party canceling the election will be responsible for its share of the costs and expenses through the cancellation date, provided the election is not cancelled by all of the Parties who were to hold a joint election. If the election is cancelled by all of the Parties who were to hold a joint election pursuant to the terms hereof, then the Parties shall be responsible for the proportionate share of the expenses paid up to the date of the cancellation.

VIII.

All records of the joint election are to be maintained by the Parties. The presiding judges shall bring the election returns, and supplies to the central counting station at the School's Administration Building immediately after the polls close on election day. Should the School not hold an election on May 8, 2010, the presiding judges shall bring the election returns and supplies to City Hall immediately after the polls close on election day.

IX.

The Parties shall comply with all rules, regulations, and laws of the United States of America, the State of Texas, as they now exist or may hereafter be enacted or amended, governing elections.

X.

This Agreement shall be in effect from and after the date of execution.

XI.

All notices required to be given hereunder shall be given in writing either by telecopier, overnight, or facsimile transmission, certified or registered mail at the respective addresses of the Parties set forth herein or at such other address as may be designated in writing by any Party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

SCHOOL
Goose Creek Consolidated Independent School District
Attn: Superintendent of Schools
Dr. Toby York
P.O. Box 30
Baytown, TX 77522
Fax: (281) 420-4815

CITY
City of Baytown
Attn: City Manager
Garrison C. Brumback
P.O. Box 424
Baytown, TX 77522-0424
Fax: (281) 420-6586

DISTRICT
Lee College District.
Attn: President
Dr. Michael Murphy
P.O. Box 818
Baytown, TX 77522-0818
Fax: (281) 425-6555

XII.

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing thereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder to exercise any right or remedy occurring as a result of any future default or failure of performance.

XIII.

This contract shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Texas, regardless of the place of its execution or performance. The place of making and the place of performance for all purposes shall be Baytown, Harris and Chambers Counties, Texas.

XIV.

All Parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

XV.

This Agreement contains all the agreements of the Parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. This Agreement shall not be amended or modified without the express written consent of the Parties hereto.

XVI.

The officers executing this Agreement on behalf of each Party hereby confirm that such officers have full authority to execute this Agreement and to bind the Party he/she represents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers this the _____ day of _____, 2010.

CITY OF BAYTOWN:

ATTEST:

Signature

Signature

Printed Name

Printed Name

Title

Title

**GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT:**

ATTEST:

Signature

Signature

Printed Name

Printed Name

Title

Title

LEE COLLEGE DISTRICT:

ATTEST:

Signature

Signature

Printed Name

Printed Name

Title

Title

R:\Karen\Files\Contracts\Joint Election Agreements\JointElectionAgreement2010.doc

LOCATION OF POLLING PLACES

PRECINCT	LOCATION
011/005 (Consisting of that portion of Chambers County Voting Precinct Nos. 5 and 11 within the Lee College boundaries)	Chambers County Community Building—Cedar Bayou Annex, 7711 Highway 146, Baytown, Texas 77520
012/533 (Consisting of that portion of Harris Counting Voting Precinct Nos. 12 and 533 within the Goose Creek CISD and Lee College boundaries)	John M. Stuart Career Center 300 YMCA Drive, Baytown, Texas 77521
013 (Consisting of that portion of Harris County Voting Precinct No. 13 within the City of Baytown, Goose Creek CISD, and Lee College boundaries)	William B. Travis Elementary School 100 Robin Road, Baytown, Texas 77520
028/739 (Consisting of that portion of Harris County Voting Precinct Nos. 028 and 739 within the City of Baytown, Goose Creek CISD, and Lee College boundaries)	Raintree Apartments 3300 Rollingbrook Drive, Baytown, Texas 77521
099 (Consisting of that portion of Harris County Voting Precinct No. 99 within the City of Baytown, Goose Creek CISD, and Lee College boundaries)	Sterling Municipal Library Mary Elizabeth Wilbanks Ave., Baytown, Texas 77520
100 (Consisting of that portion of Harris County Voting Precinct No. 100 within the City of Baytown and Lee College boundaries)	St. John's Methodist Church 501 South Alexander Dr., Baytown, Texas 77520
102 (Consisting of that portion of Harris County Voting Precinct No. 102 within the City of Baytown, Goose Creek CISD, and Lee College boundaries)	San Jacinto Elementary School 2615 Virginia, Baytown, Texas 77520
248 (Consisting of that portion of Harris County Voting Precinct No. 248 within the City of Baytown, Goose Creek CISD, and Lee College)	George W. Carver Elementary School 600 South Pruett, Baytown, Texas 77520
249 (Consisting of that portion of Harris County Voting Precinct No. 249 within the Lee College boundaries)	Lorenzo De Zavala Elementary School 305 Tri-City Beach Road, Baytown, Texas 77520
250 (Consisting of that portion of Harris County Voting Precinct No. 250 within the City of Baytown, Goose Creek CISD, and Lee College boundaries)	Harlem Elementary School 3333 Interstate 10 East, Baytown, Texas 77520
386 (Consisting of that portion of Harris County Voting Precinct No. 386 within the Lee College boundaries)	George Gentry Junior School 1919 East Archer Road, Baytown, Texas 77521
387/063 (Consisting of that portion of Harris County Voting Precinct Nos. 387 and 063 within the City of Baytown, Goose Creek CISD, and Lee College boundaries)	Highlands Elementary School 200 E. Wallisville Road, Highlands, Texas 77562
414 (Consisting of that portion of Harris County Voting Precinct 414 within the Lee College boundaries)	Cedar Bayou Junior School 2610 Elvinta, Baytown, Texas 77520
456/103/740 (Consisting of that portion of Harris County Voting Precinct Nos. 456, 103, and 740 within the City of Baytown, Goose Creek CISD, and Lee College boundaries)	Ross S. Sterling High School 300 W. Baker Road, Baytown, Texas 77521
532 (Consisting of that portion of Harris County Voting Precinct No. 532 within the Lee College boundaries)	James Bowie Elementary School 2200 Clayton Drive, Baytown, Texas 77520

SCHOOL BOARD AGENDA ITEM SUMMARY

January 28, 2010

SUBJECT: CONSIDERATION OF ADOPTION OF ORDER AND NOTICE CALLING FOR A BOARD OF TRUSTEES ELECTION FOR SINGLE-MEMBER DISTRICTS 1 AND 4 FOR MAY 8, 2010

RECOMMENDED ACTION: Adopt the Order and Notice calling for a Board of Trustees Election for May 8, 2010, for Single-Member Districts 1 and 4 in accordance with Election Order and Notice and as prepared by District's legal counsel.

RATIONALE: In compliance with the Texas Election Code, the Superintendent will recommend that the Board of Trustees adopt the Order and Notice calling for a Board Election for Single-Member Districts 1 and 4.

Candidate filing will begin at 8:00 a.m. on February 8, 2010, (officially begins on Saturday, February 6, but the Administrative Offices will not be open on Saturday and Sunday) and ends at 5:00 p.m. Monday, March 8, 2010.

Drawing for a place on the ballot will be conducted on Tuesday, May 9, 2010, 10:00 a.m., Board Room of the Administration Building.

Deadline for write-in candidates for office of school trustee to file declaration of write-in candidacy with the secretary of Board of Trustees is Monday, March 15, 2010.

Early Voting by personal appearance will be conducted on the following dates and times:

April 26, 2010, through April 30, 2010.....8:00 a.m. to 5:00 p.m.
May 1, 2010 7:00 a.m. to 7:00 p.m.
May 2, 2010 1:00 p.m. to 6:00 p.m.
May 3 and May 4, 20107:00 a.m. to 7:00 p.m.

BUDGET PROVISIONS/ACTION REQUIRED: 2009-2010 Budget

RESOURCE PERSONNEL: Dr. Toby York
Mr. Rick Peebles

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
ELECTION ORDER AND NOTICE**

On this, the 28th day of January, 2010, the Board of Trustees of the **GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** convened into general session with the following Board members present, to wit:

Agustin Loreda

Ken Martin

Wilyne Laughlin

Jenice Coffey

Robert Hoskins

Carl Burg

Howard Sampson

And the following absent:

WHEREAS, the term of office of two (2) trustees in Single-Member District Position 1 and Single-Member District 4 will expire on the 8th day of May 2010, and on said date, a trustee election will be held in said School District; and

THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT that an election be held in said School District on May 8, 2010, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing to the Board of Trustees of said School District two (2) trustees for full terms to fill Single-Member District Position 1 and Single-Member District Position 4.

EARLY VOTING by personal appearance will be conducted each weekday at the Baytown City Hall, Chambers Room 2401 Market Street, Baytown, Texas; Chambers County Community Building, Cedar Bayou Annex, 7711 Highway 146, Baytown, Texas; Goose Creek Administration Building, 4544 Interstate 10, Baytown, Texas; and Lee College Administration Building, 909 Decker Drive, Baytown, Texas, on the following dates and the following times:

Weekdays, **Monday, April 26, 2010**, through **Friday, April 30, 2010**

between the hours of **8:00 a.m. and 5:00 p.m.**

Saturday, May 1, 2010, between the hours of **7:00 a.m. and 7:00 p.m.**

Sunday, May 2, 2010, between the hours of **1:00 p.m. and 6:00 p.m.**

Monday, May 3, 2010, and Tuesday, May 4, 2010

between the hours of **7:00 a.m. and 7:00 p.m.**

All voting in the election, including early voting by personal appearance, shall be done through the use of electronic voting system as adopted by the County Clerk's office of Harris County, Texas, for use in the District. All early ballots shall be delivered to the Central Counting Station by the Early Ballot Board. Mr. William Ehlig is hereby appointed Presiding Judge of the Early Voting Ballot Board. Mr. James Timmons is hereby appointed Alternate Judge of the Early Voting Ballot Board, and Mrs. Bette Timmons will serve as Clerk of the Early Voting Ballot Board.

APPLICATIONS FOR MAIL BALLOTS may be requested no earlier than Tuesday, March 9, 2010, and received no later than the close of the business day on Friday, April 30, 2010. Applications for mail ballots for Goose Creek CISD Board of Trustees may be received by contacting Ms. Leticia Garza, City of Baytown City Clerk's Office, 2401 Market Street, Baytown, Texas 77521, or by telephone at 281-420-6588.

ELECTION SUPPLIES AND BALLOTS shall be printed in English, Spanish, and Vietnamese. Such election supplies shall include, but not be limited to, all forms, signs, and other materials used by the election judges at all polling places.

A CENTRAL COUNTING STATION to receive and tabulate ballots is hereby established to be located at the Goose Creek Consolidated Independent School District,

Administration Building, 4544 Interstate 10, Baytown, Texas. Secretary/Clerk to the Goose Creek Board of Trustees, Ms. Noemi Garcia, shall be appointed Manager and Ms. Judi Craig appointed Assistant Manager of the Central County Station and Tabulation Supervisors. Mr. William Ehlig is hereby appointed Presiding Judge and Mr. James Timmons is appointed Alternate Judge of the Central Counting Station.

THE SECRETARY OF THE BOARD shall cause a notice of said election to be published in a newspaper of general circulation in the Goose Creek Consolidated Independent School District not more than thirty (30) and not less than ten (10) days prior to the Election.

THE BOARD OF TRUSTEES SHALL CANVASS THE RETURNS of the election not earlier than the third (3rd) day or later than the eleventh (11th) day after the Election Day. The canvass may not be conducted until the Ballot Board has verified and counted all ballots cast at election locations, all provisional ballots, if a provisional has been cast in the election, and all timely received ballots cast from addresses outside the United States.

THE VOTING PRECINCTS, LOCATIONS, AND PRESIDING JUDGES TO BE USED BY THE DISTRICT IN CONDUCTING THE ELECTION are set forth in Exhibit A attached hereto and made a part hereof for all intents and purposes.

Said election shall be in accordance with the *Texas Election Code* and the *Federal Voting Rights Act of 1965* as amended. Such election shall be held by election officials appointed by the Board of Trustees or its designee(s). Presiding election judges Ms. Noemi Garcia and Ms. Judi Craig have the authority to make changes of precinct judges and clerks that are deemed necessary before and during the election.

PASSED AND APPROVED ON THE 28TH DAY OF JANUARY, 2010.

President, Board of Trustees

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Secretary, Board of Trustees

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

EXHIBIT A

SINGLE-MEMBER DISTRICT 1

GOOSE CREEK CISD BOARD OF TRUSTEES ELECTION MAY 8, 2010

PRECINCT	LOCATION	PRESIDING JUDGE AND ALTERNATE JUDGE
013 of Harris Co., consisting of that portion within Goose Creek CISD territory. Only a portion of 013 is within Single-Member District 1.	William B. Travis Elementary 100 Robin Road Baytown, Texas	G. K. Fulkerson, Judge Deborah Hutchison, Alternate
028/739 of Harris Co., consisting of that portion within Goose Creek CISD territory. Only portions of 028 and 739 are within Single-Member District 1.	Raintree Apartments 3300 Rollingbrook Drive Baytown, Texas	Ronda Smith, Judge Elodia Alaniz, Alternate
102 of Harris Co., consisting of that portion within Goose Creek CISD territory. Only a portion of 102 is within Single-Member District 1.	San Jacinto Elementary 2615 Virginia Baytown, Texas	Julia Garza, Judge Elida Santana, Alternate
248 of Harris Co., consisting of that portion within Goose Creek CISD territory. Only a portion of 248 is within Single-Member District 1.	De Zavala Elementary 305 Tri-City Beach Road Baytown, Texas	Pat Porter, Judge Robin Garcia, Alternate
250 of Harris Co., consisting of that portion within Goose Creek CISD territory. All of 250 is within Single-Member District 1.	Harlem Elementary School 3333 Interstate 10 Baytown, Texas	Roland Leno, Judge Sandra Leno, Alternate
387 of Harris Co., consisting of that portion within Goose Creek CISD territory. Only a portion of 387 is within Single-Member District 1.	Highlands Elementary 200 East Wallisville Road Highlands, Texas	Ann M. Bilnoski, Judge Susan Whitted, Alternate
740 of Harris Co. consisting of that portion within Goose Creek CISD territory. Only a portion of 740 is within Single-Member District 1.	Ross S. Sterling High School 300 West Baker Road Baytown, Texas	Gerri Ybarra, Judge Paul Parkinson, Alternate

EXHIBIT A

SINGLE-MEMBER DISTRICT 4

GOOSE CREEK CISD BOARD OF TRUSTEES ELCTION MAY 8, 2010

PRECINCT	LOCATION	PRESIDING JUDGE AND ALTERNATE JUDGE
012/533 of Harris Co., consisting of that portion within Goose Creek CISD territory. All of 012 is within Single-Member District 4; only a portion of 533 is within Single-Member District 4.	John M. Stuart Career Center 300 YMCA Drive Baytown, Texas	Imna Rodriguez, Judge Ilka Rodriguez, Alternate
013 of Harris Co., consisting of that portion within Goose Creek CISD territory. Only a portion of 013 is within Single-Member District 4.	William B. Harris Elementary 100 Robin Road Baytown, Texas	G.K. Fulkerson, Judge Deborah Hutchison, Alternate
028/739 of Harris Co, consisting of that portion within Goose Creek CISD territory. A large portion of 028 is within Single-Member District 4. A small portion of 0739 is within Single-Member District 4.	Raintree Apartments 3300 Rollingbrook Dr. Baytown, Texas	Ronda Smith, Judge Elodia Alaniz, Alternate
099 of Harris Co., consisting of that portion within Goose Creek CISD territory. A large portion of 099 is within Single-Member District 4.	Sterling Municipal Library Mary Elizabeth Wilbanks Ave. Baytown, Texas	Gil Gerlich, Judge Carl Brandon, Alternate
456 of Harris Co, consisting of that portion within Goose Creek CISD territory. Only a portion of 0456 is within District 4.	Ross S. Sterling High School 300 W. Baker Road Baytown, Texas	Gerri Ybarra, Judge Paul Parkinson, Alternate

SCHOOL BOAD AGENDA ITEM SUMMARY

January 28, 2010

**SUBJECT: CONSIDERATION OF REPORT ON BOARD TRAINING
CREDIT HOURS**

RECOMMENDED ACTION: The Board President will announce the training hours for each Board member.

RATIONALE: Annually, at the meeting at which the call for election of Board members is normally scheduled, the President shall announce the name of each Board member who has completed the required continuing education, who has exceeded the required hours of continuing education, and who is deficient in the required continuing education. The President shall cause the minutes to reflect the information and shall make this information available to the local media.

BUDGET PROVISIONS/ACTION REQUIRED: Not applicable

RESOURCE PERSONNEL: Dr. Toby York

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Baytown, Texas

January 28, 2010

2009 BOARD TRAINING

BOARD MEMBER	TIER 1 HOURS (Texas Education Code)	TIER 2 HOURS Team-Building	TIER 3 HOURS Continuing Education	TOTAL HOURS
Jenice Coffey	3.0	3.0	19.25	25.25
Howard Sampson	3.0	3.0	13.25	19.25
Carl Burg	2.0	3.0	25.75	30.75
Robert Hoskins	2.0	3.0	15.25	20.50
Wilyne Laughlin	2.0	3.0	17.25	22.25
Agustin Loredo	2.0	3.0	26.25	31.25
Ken Martin	2.0	3.0	26.50	31.50

- TIER I: Three hours in the Texas Education Code (TEC) for newly-elected or appointed Board members.
Two hours in Update to Texas Education Code (TEC) for Board Members in subsequent years of service.
- TIER II: Three to six hours in Team-Building Skills.
- TIER III: Ten hours in Continuing Education for new Board members. Five hours in Continuing Education for Board members in subsequent years of service.

SCHOOL BOARD AGENDA ITEM SUMMARY

January 28, 2010

SUBJECT: CONSIDERATION OF COMEX CONSTRUCTION COMPANY TO PERFORM RENOVATIONS AND IMPROVEMENTS TO THE LEASED SPACE LOCATED AT THE SAN JACINTO MALL TO BE USED AS OFFICES FOR THE DISTRICT'S SPECIAL EDUCATION PROGRAM

RECOMMENDED ACTION: Approve Comex Construction Company as the best qualified proposer for the Special Education Offices renovations project located at the San Jacinto Mall in Baytown, Texas.

RATIONALE: Comex Construction Company submitted the lowest proposal price as well as scoring the highest on the evaluation worksheets. Comex submitted a proposed cost of \$905,000 and scored 107 on the evaluation. Qualifications are based on the standard evaluation criteria as published in the project manual at the time of advertising for proposals.

BUDGET PROVISIONS/ACTION REQUIRED: Fund Balance

RESOURCE PERSONNEL: Dr. Toby York
Mr. Byron Terrier
Mr. David Fluker
Mr. Bruce Riggs



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

David K. Fluker
Executive Director of Facilities Management

"Creating & Maintaining Quality Learning and Teaching Environments with Leadership, Partnerships and Strategic Planning"

January 28, 2010

**To: Toby York, Ed. D.
Byron Terrier**

From: David K. Fluker

Subject: Approval of Comex Construction Company to perform renovations and improvements to the leased space located within the San Jacinto Mall in Baytown, Texas.

It is recommended that the Board of Trustees approve a contract for \$905,000 with Comex Construction Company to perform renovations and improvements within the San Jacinto Mall to accommodate the district's Special Education offices.

RATIONALE:

- ✚ This project was advertised and evaluated in accordance with the Texas School Law Bulletin Section 44.031, sub-sections (a), (b), and (b-1) and (g). Section 44.039 (selection of CSP contractor), sub-sections (a) through (g).
- ✚ The evaluation team consists of members of the architectural firm, district purchasing personnel and members of the district's facility management group.
- ✚ Comex submitted the lowest price, as well as scoring the highest on the evaluation worksheet which is attached to this request.
- ✚ Seven firms submitted price and qualification proposals, all of which submitted the required sub-contractor qualification documents as listed in the qualification instructions.
- ✚ An interview was conducted by the evaluation committee to determine that the proposer understood the scope of the project and they did not leave out the allowances. It is our belief that they do fully understand the scope of the project and submitted a proposal based on that scope of work.

- ✚ The required construction time for this project is estimated to be 90 calendar days. If we receive approval on January 28, and the contractor mobilizes by February 1, the estimated completion date will be in May 2, 2010.
- ✚ The narrow spread between the prices from the #1 lowest to the #5 lowest is an indication of well written specifications and plans.

PROJECT: Special ED @ San Jacinto Mall
(RFCSP)
DATE: December 16,2009
EVALUATOR: GCCISD Construction Department

**EQUEST FOR COMPETITIVE SEALED PROPOSALS
EVALUATOR'S WORKSHEET**

CONTRACTORS

Comex	Dinision 1	Bartlett	Teal	Prime	Parallax	Stonewall
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A. Relevant Experience (5) (24 Pts.)

1 Years in business									
a. Less than 5 years	1	4							1
b. >5 to 8 years	2		2						
c. >9 to 12 years	4								
d. >13 or more years	6	20	6		6	6	6	6	6
2 Projects at or above 20,000 ft2 - (substantially complete)									
a. 0	0								0
b. 1 to 2	2								
c. 3 to 4	4								
d. 5 to 6	6								
e. 7 to 8	8								
f. 9+	9	9	9	9	9	9	9	9	9
3 School Projects at or above \$ 900,000 (Substantially Complete)									
a. 0	0								0
b. 1 to 2	2	1						2	
c. 3 to 4	4								
d. 5 to 6	6								
e. 7 to 8	8								
f. 9+	9		9	9	9	9	9	9	
TOTAL			24	20	24	24	24	17	1

B. Project Management Ability (3),(4) (24+pts.)

1 Schedule									
a. Days for Completion	2		2	2	2	2	2	2	2
2 Compliance Statement									
a. Bonding & Insurance Certification	2		2	2	2	2	2	2	2
3 Organizational Structure									
a. Project Super's Total Experience									
Less than 5 years	1								
>5 to 9	2								
>9 to 15	3	10;12						3	3
>15 to 19	4								
>19	5		5	5	5	5	5	5	
b. Project Super's Relevant* Experience									
Less than 5 years	1								
>5 to 9	2								
>9 to 15	3	10;12						3	3
>15 to 19	4								
>19	5		5	5	5	5	5	5	
c. Project Manager's Total Experience									
Less than 5 years	1								
>5 to 9	2								
>9 to 15	3	12						3	
>15 to 19	4	15		4					4
>19	5	20	5		5	5	5	0	
d. Project Manager's Relevant* Experience									
Less than 5 years	1	0							1
>5 to 9	2								
>9 to 15	3	12						3	
>15 to 19	4			4					

PROJECT: Special ED @ San Jacinto Mall
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DATE: December 16,2009
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**EQUEST FOR COMPETITIVE SEALED PROPOSALS
EVALUATOR'S WORKSHEET**

CONTRACTORS

		Comex	Dinision 1	Bartlett	Teal	Prime	Parallax	Stonewall
>19	5	5		5	5	5		
e.. Local Subs (Baytown)**								
<1	0	0	0	0	0	0	0	0
>1	x2							
*Relevant = Size and Cost	TOTAL	24	22	24	24	24	16	15

** Points foreach sub

B 1. Days for completion: over schedule = 0, schedule = 1, Less than schedule =2
B 3. Add together multiple PM's up to 2 total and Super's up to 2 total (on site only)

C. Past Performance (2),(3),(4),(5) (16 Pts.)

1	Adherence to Schedule	2	2	2	2	2	2	2
2	Timely Completion	2	1	2	2	2	2	2
3	Cooperation with Owner & Staff	2	2	2	2	2	2	2
4	Coordination of Trades	2	2	2	2	2	2	2
5	Punch List Length & Completion	1	1	1	1	1	1	1
6	Quality of Workmanship	2	2	2	2	2	2	2
7	Minimum Warranty Calls	2	2	2	2	2	2	2
8	Warranty Responsiveness	2	2	2	2	2	2	2
9	Historically Underutilized Business	1	0	0	0	0	0	0
	TOTAL		14	15	15	15	15	15

Based on 3 verifiable references of school district personnel

D. Price Proposal-Based on Total Bid (1),(7) (45 Pts.)

		45.0	20.6	24.9	27.0	26.1	19.2	12.7
>0 to 1% above low bid	42 to 44	45.0	0.0	0.0	0.0	0.0	0.0	0.0
>1 to 2% above low bid	39 to 41	0.0	0.0	0.0	0.0	0.0	0.0	0.0
>2 to 3% above low bid	36 to 38	0.0	0.0	0.0	0.0	0.0	0.0	0.0
>3 to 5% above low bid	30 to 35	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Each added 5%-Deduct 5 points	25 to 29	0.0	0.0	0.0	27.0	26.1	0.0	0.0
>10% above low bid		0.0	20.6	0.0	0.0	0.0	19.2	12.7
	SUBTOTAL (A,B,& D)	93.0	62.6	72.9	75.0	74.1	52.2	28.7
	(WITHOUT C. Past Performance)	14.0	15.0	15.0	15.0	15.0	15.0	15.0
	GRAND TOTAL	107.0	77.6	87.9	90.0	89.1	67.2	43.7

In compliance with Texas Purchasing Code 44.031 (2008),
GCCISD evaluation criteria shall include the following:

- (1) Purchase price;
- (2) Reputation of the vendor and of the vendor's goods or services;
- (3) Quality of the vendor's goods or services;
- (4) Extent to which the goods or services meet the district's needs;
- (5) Vendor's past relationship with the district;
- (6) Impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- (7) Total long-term cost to the district to acquire the vendor's goods and services; and
- (8) Any other relevant factor specifically listed in the competitive sealed proposal
- (9) Historically Underutilized Business (HUB)

The above evaluation criteria are referenced in the attached Evaluation Worksheet in parenthesis ()

<u>Proposer</u>	<u>Price</u>	<u>Above Low Proposal</u>	<u>Evaluation Score</u>	<u>Rank</u>	<u>Sub List</u>
Comex	\$ 905,000	\$ -	107.0	1	yes
Teal	\$ 968,000	\$ 63,000	90.0	2	yes
Prime	\$ 976,504	\$ 71,504	89.1	3	yes
Bartlett Cocke	\$ 987,504	\$ 82,504	87.9	4	yes
Division 1	\$ 1,026,000	\$ 121,000	77.6	5	yes
Parallax	\$ 1,039,000	\$ 134,000	67.2	6	yes
Stonewall	\$ 1,098,000	\$ 193,000	43.7	7	yes

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